

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684655

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK AG NEW YORK BRANCH		10/29/2021	Banking Corporation: GERMANY
RECEIVING PARTY DATA			
Name:	SOUTHEASTERN FLEXO, LLC		
Street Address:	1530 Morse Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Limited Liability Company: FLORIDA		
Name:	FD ALPHA ACQUISITION LLC		
Street Address:	1530 Morse Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	FORT DEARBORN COMPANY		
Street Address:	1530 Morse Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Corporation: DELAWARE		
Name:	FD WINCHESTER, LLC		
Street Address:	1530 Morse Avenue		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3930489	SOUTHEASTERN PACKAGING	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4407988	CORE LABEL
Registration Number:	4351461	FLEXIBILITY IN A RIGID WORLD
Registration Number:	2153757	SLEEVECO

CORRESPONDENCE DATA

Fax Number: 8009144240
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/29/2021

Total Attachments: 10

- source=53. Monarch ABL - [Fort Dearborn Existing Second Lien] IP Release (Trademark)#page1.tif
- source=53. Monarch ABL - [Fort Dearborn Existing Second Lien] IP Release (Trademark)#page2.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DEUTSCHE BANK AG NEW YORK BRANCH

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Banking Corporation

Citizenship (see guidelines) Germany

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 29, 2021

- Assignment
- Security Agreement
- Other Release of Second Lien Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SOUTHEASTERN FLEXO, LLC

Street Address: 1530 Morse Avenue

City: Elk Grove Village

State: IL

Country: USA Zip: 60007

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-FL

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 29, 2021
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

FD ALPHA ACQUISITION LLC

1530 Morse Avenue

Elk Grove Village, IL 60007

Limited Liability Company: Citizenship – USA – DE

FORT DEARBORN COMPANY

1530 Morse Avenue

Elk Grove Village, IL 60007

Corporation: Citizenship – USA – DE

FD WINCHESTER, LLC

1530 Morse Avenue

Elk Grove Village, IL 60007

Limited Liability Company: Citizenship – USA – DE

RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”), dated as of October 29, 2021 (the “Effective Date”), is made by Deutsche Bank AG New York Branch, in its capacity as Administrative Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (the “Grantors”).

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of October 19, 2016, by and among the Agent, the Grantors party thereto and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered (i) a Second Lien Intellectual Property Security Agreement, dated as of October 19, 2016 (the “October 2016 Intellectual Property Security Agreement”), for recordal with the United States Patent and Trademark Office and the United States Copyright Office and (ii) a Second Lien Intellectual Property Security Agreement, dated as of December 30, 2019 (the “December 2019 Intellectual Property Security Agreement”) for recordal with the United States Copyright Office;

WHEREAS, the October 2016 Intellectual Property Security Agreement was recorded with (i) the United States Patent and Trademark Office on October 20, 2016 at Reel/Frame 5907/0548, (ii) the United States Patent and Trademark Office on October 20, 2016 at Reel/Frame 040449/0661 and (iii) the United States Copyright Office on October 24, 2016 at Volume/Document V9939/D999;

WHEREAS, the December 2019 Intellectual Property Security Agreement was sent for recordal with the United States Copyright Office on January 3, 2020;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the October 2016 Intellectual Property Security Agreement or the December 2019 Intellectual Property Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the IP Collateral, including (i) the trademark registrations and applications set forth on Schedule I attached hereto, (ii) the patents and patent applications set forth Schedule II attached hereto and (iii) the copyright registrations and applications set forth in Schedules III and IV attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to the IP Collateral under the October 2016 Intellectual Property Security Agreement or the December 2019 Intellectual Property Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the October 2016 Intellectual Property Security Agreement and the December 2019 Intellectual Property Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to each Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Grantor, at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

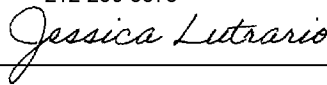
5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**DEUTSCHE BANK AG NEW YORK BRANCH,
acting in its capacity as administrative agent and
collateral agent for the Secured Parties**

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

By: 
Name: Jessica Lutrario
Title: Associate
jessica.lutrario@db.com
212-250-8235

GRANTORS:

SOUTHEASTERN FLEXO, LLC
FD ALPHA ACQUISITION LLC
FORT DEARBORN COMPANY
FD WINCHESTER, LLC



By: _____

Name: Kevin Kwilinski

Title: President and Chief Executive Officer

Schedule I

Release of First Lien Trademark Security Agreement recorded October 20, 2016 at Reel/Frame 5904/0274 and Release of Second Lien Trademark Security Agreement recorded October 21, 2016 at Reel/Frame 5907/0548

TRADEMARKS

TRADEMARK	JURISDICTION	REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE
SOUTHEASTERN PACKAGING	US	Southeastern Flexo, LLC	3930489	3/15/2011
CORE LABEL	US	Southeastern Flexo, LLC	4407988	9/24/2013
FLEXIBILITY IN A RIGID WORLD	US	Southeastern Flexo, LLC	4351461	6/11/2013
SLEEVECO	US	SleeveCo, Inc.	2153757	4/28/1998
RENAISSANCE MARK	CANADA	FD Alpha Acquisition LLC	TMA627827	12/8/2004

TRADEMARK APPLICATIONS

None.

Schedule II

Release of First Lien Patent Security Agreement recorded October 20, 2016 at Reel/Frame 040425/0661 and Release of Second Lien Patent Security Agreement recorded October 21, 2016 at Reel/Frame 040449/0805

PATENTS

TITLE	JURISDICTION	REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE
SLEEVE LABEL WITH TAB	US	SleeveCo, Inc.	5775019	07/07/1998
SLEEVE LABEL FOR A PLANT CONTAINER	US	SleeveCo, Inc.	D522063	05/30/2006

PATENT APPLICATIONS

TITLE	JURISDICTION	OWNER	APPLICATION NUMBER	APPLICATION DATE
SEAMING PROCESS FOR REDUCING WEAK OR OPEN SEAMS AND BEADS IN A TDO SHRINK FILM TUBE	US	Fort Dearborn Company	14/016,714	09/03/2013

Schedule III

Release of First Lien Copyright Security Agreement recorded October 24, 2016 at V9939 D374 and Release of Second Lien Copyright Security Agreement recorded October 21, 2016 at V9939 D999

COPYRIGHTS

TITLE	JURISDICTION	REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE
Gemco-slit feed dispenser.	US	FD Alpha Acquisition, LLC	TX0001403246	08/07/1984
FpMail Systems, Inc.	US	FD Alpha Acquisition, LLC	TX0001373967	06/25/1984
Fleming Packaging Corporation.	US	FD Alpha Acquisition, LLC	TX0001273567	01/30/1984

COPYRIGHT APPLICATIONS

None.

Schedule IV

**Release of First Lien Copyright Security Agreement filed January 2, 2020 and Release of
Second Lien Copyright Security Agreement recorded January 3, 2020 at V9972 D460**

COPYRIGHTS

TITLE	JURISDICTION	REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE
Christmas series for Walle Corporation.	US	FD Winchester, LLC ¹	VAu000278673	10/26/1993

COPYRIGHT APPLICATIONS

None.

¹ Copyright Claimant with USCO remains listed as "Walle Corporation".